



BC FORM 116 Agreement for the Conduct of Bingo in Leased Premises

Lessor's License Number: _____

Lessor's Bingo ID Number: BC-_____

(if an authorized organization)

Tenant's License Number: _____

Tenant's Bingo ID Number: BC-_____

LEASE

AGREEMENT OF LEASE, made this _____ day of _____,

20____, between _____,

(name of commercial lessor)

party of the first part, hereinafter referred to as LESSOR, and

(name of organization)

party of the second part, hereinafter referred to as TENANT.

WITNESSETH: Lessor hereby leases to Tenant and Tenant hereby hires from

Lessor the premises known as _____ and located at

(name of hall)

_____, New York, _____,
(street address) (city, town or village) (zip code)

(designate the floor(s) or specific locations)

at a rental as set forth for each of the dates and times in the attached Schedule I or as modified by the New York State Gaming Commission, hereinafter referred to as the "Commission."

The rent (includes)(does not include) guard services.

(Circle one)

WARNING:

A Tenant shall be responsible to pay rent for all dates listed in the attached schedule. A Tenant shall not be compelled to list bingo occasions on a religious holiday or a day of religious observance. Such days shall be: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Easter Sunday, Good Friday, Rosh Hashonah, Yom Kippur, Passover, Shevouth, Succoth.

CHECK THE CALENDAR BEFORE SIGNING THIS LEASE!! INITIAL ALL CHANGES!!

The parties hereto hereby covenant as follows:

1. Tenant shall use and occupy the demised premises for the conduct of licensed games of bingo, licensed bell jar ticket sales and/or licensed raffle ticket sales, and for no other purpose.

2. Use of the demised premises and its facilities as provided herein shall not include any right to sell or offer for sale any beverages or food items, candy, cigarettes, cigars and sundry items of any kind, or the right to arrange for or provide check room facilities, all of said rights being reserved to the Lessor unless specifically waived by the Lessor with the approval of the Commission.

3. The demised premises shall be available for the sole and exclusive use of Tenant for the purpose hereinabove provided, that all occasions of regular bingo shall be conducted between the hours of 9 in the forenoon and 12 midnight and no more than three occasions of bingo shall be conducted on the demised premises during said hours.

4. Lessor shall furnish and maintain in good working order for Tenant's use at no additional consideration tables, chairs, a public address system, a bingo flashboard (or equivalent) and blower (or equivalent), or additional equipment approved by the Board, unless specifically waived by the Tenant with the approval of the Board. In addition, the Lessor shall furnish heat, light, air conditioning (if provided), cleaning services and all other services the Lessor has included in its statement of expenses as set forth in its "Bingo Rental Statement." form BC-102.

5. Tenant expressly covenants that it shall not assign, sublet nor suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld.

6. Tenant shall pay the rent by check within forty-eight hours after each date the premises are scheduled for, and are available for use and occupancy by the Tenant.

7. The Tenant shall at all times comply with every statute, rule, regulation, directive or order enacted or adopted pursuant to law by the State of New York, the Commission or the municipality. Tenant shall not do, or permit to be done, any act or thing upon said premises which shall or might subject Lessor to any liability or responsibility for injury to any person or to property.

8. After each bingo occasion Tenant shall surrender the premises in as good state and condition as reasonable use and wear will permit.

9. All notices required by this lease shall be mailed or delivered to the principal officer of either party. Proof of delivery must be by signed receipt. The identity of the principal officers of each party must be made known to the other at the time of the execution of this lease and such information must be kept current by each party.

10. In case of any default by the Tenant, the Lessor, in order to mitigate damages, shall, wherever possible, take such steps as are necessary to obtain a substitute Tenant.

11. If the whole or any part of the demised premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this lease shall cease and terminate from date when the possession of the parcel taken shall be required for such use or purpose and without apportionment of the award.

12. Tenant shall permit Lessor, and or its agents, the right to enter upon the demised premises during the conduct of a bingo occasion for the purpose of correcting any damages or making repairs which arise as the result of any emergency.

13. Pursuant to Section 4822.11 of the rules and regulations of the Commission, the following provisions are expressly made a part of this agreement and shall bind the parties hereto:

4822.11 Mandatory provisions. No agreement for the rental or use of any premises for the conduct of bingo shall be valid unless the same shall contain the following provisions, terms, and conditions:

(a) that the lessor will make no charge, nor receive nor accept, any money or anything of value from the licensed authorized organization other than the payment expressly provided in such agreement;

(b) that the lessor will enter into no agreement, arrangement or transaction with a licensed authorized organization other than for the rental of premises which includes the rental of chairs and tables and janitorial services as provided in the agreement, and a schedule of bingo equipment furnished, if any, and public liability insurance provided, if any;

(c) that neither the lessor nor any person having an interest in the lessor nor any officer, director, stockholder, employee, agent or servant of the lessor or a person married or related in the first degree to such a person, shall conduct, participate, advise or assist in the conduct of bingo or render any service to anyone conducting, participating or assisting in the conduct of bingo or prepare any form pertaining to bingo any time during which the same may be in effect. The provisions of this subdivision shall not apply to any real estate holding corporation of any authorized organization as defined in the bingo licensing law;

(d) that no payments shall be made to the lessor or accepted by the lessor except by check;

(e) that the licensed authorized organization will not allow on the premises during the conduct of bingo any person or persons directed by the licensing authority or the Commission to be kept off the premises;

(f) that all of the terms, covenants and conditions of the agreement shall be subject to amendment, supplement, modification or change as may be required by any statute, rule, regulation, directive or order of the State of New York, the Commission or the licensing authority, thereafter enacted or adopted, but in that event either party to the agreement shall be entitled to terminate the agreement at any time thereafter on seven days' written notice;

(g) that the lessor shall at all times comply with every statute, rule, regulation, directive or order enacted or adopted by the State of New York, the Commission or the licensing authority, as it may apply to the lessor;

(h) that any lessor or any person having an interest in the lessor or any officer, director, stockholder, employee, agent or servant of the lessor or any one connected with the foregoing who shall receive any money or anything of value directly or indirectly from the licensed authorized organization on or after the date on which such lessor shall violate any term, covenant or condition of the agreement or of any statute, rule, regulation, directive or order enacted by the State of New York, the Commission or the licensing authority applicable to such lessor, shall be required to repay and refund any and all monies and things of value so received from the date of such violation and until such violation shall cease, to be licensed authorized organization upon request of such organization, the Commission or the licensing authority;

(i) a statement setting forth the authorized commercial lessor's license number and the identification number of the organization to which the premises are rented;

Upon The Same Terms

14. Renewal of this lease/must be made in the following manners:

- (1) At least sixty (60) days but not more than ninety (90) days prior to the expiration of this lease a new lease must be submitted to the Tenant.
- (2) If renewal is desired by Tenant, within twenty (20) days after receipt of said new lease, Tenant must return executed new lease to Lessor.
- (3) If executed lease is not returned to Lessor with twenty (20) days, Lessor must notify Tenant that lease must be executed and returned within ten (10) days or right to renewal will be forfeited. Copy of said notice must be sent simultaneously to licensing authority.
- (4) If a new lease is not submitted to the Tenant as required by (1) above, Tenant may demand a new lease by certified mail and must simultaneously send a copy of the demand to the licensing authority.

4822.12 Time during which agreement is effective. No agreement for the rental or use of premises for the conduct of bingo shall be valid for a period beyond one calendar year from the effective date thereof. A licensed authorized organization shall not be denied the right to a renewal of its agreement for rental or use of the lessor's licensed premises for the conduct of bingo unless good and sufficient cause is shown by the lessor upon application to the municipal licensing authority.

15. This lease contains the entire agreement between the parties. Any and all changes, modifications or additions must be submitted in writing in advance to the licensing authority and the Commission for approval prior to execution.

IN WITNESS WHEREOF, Lessor and Tenant have respectively signed and sealed this lease as of the day and year first written above.

(Tenant)
BY _____
(Name of Officer)

(Title)

(Commercial Lessor)
BY _____
(Name of Officer)

(Title)

TENANT’S ACKNOWLEDGEMENT

STATE OF NEW YORK)SS:
COUNTY OF)

On this _____ day of _____ 20____, before me personally appeared

_____ to me known, who being by me duly sworn stated that they reside at _____; that they are the (Circle one) (president) (commander) (pastor) (other) _____ of the _____ (Name of licensed authorized organization) _____ described in and which executed the foregoing lease; that said _____ duly acknowledged to me that this lease was executed for and on behalf of and with the authority of the membership of _____ (Name of licensed organization) _____.

(Name of Notary Public)

Notary Public _____ County, N.Y.

My Commission expires _____

LESSOR'S ACKNOWLEDGEMENT

STATE OF NEW YORK)SS:
COUNTY OF _____)

On this _____ day of _____ 20_____, before me personally

appeared _____ to me known and known to me to be the

_____ of said _____
(Title of officer) (Name of commercial lessor/licensed organization)

mentioned and described in, and who executed the foregoing lease, and that

said _____ duly acknowledged to me that they executed said lease for and on behalf of and with the authority of said Lessor for the uses and purposes therein mentioned.

(Name of Notary Public)

Notary Public _____ County, NY

My Commission expires _____

SCHEDULE I

Schedule of Dates, Time of Day, (M – Morning A – Afternoon E – Evening) Rent, and Day of the Week

No.	Date/M-A-E	Amount of Rent	Day of Week	No.	Date/M-A-E	Amount of Rent	Day of Week
1.				37.			
2.				38.			
3.				39.			
4.				40.			
5.				41.			
6.				42.			
7.				43.			
8.				44.			
9.				45.			
10.				46.			
11.				47.			
12.				48.			
13.				49.			
14.				50.			
15.				51.			
16.				52.			
17.				53.			
18.				54.			
19.				55.			
20.				56.			
21.				57.			
22.				58.			
23.				59.			
24.				60.			
25.				61.			
26.				62.			
27.				63.			
28.				64.			
29.				65.			
30.				66.			
31.				67.			
32.				68.			
33.				69.			
34.				70.			
35.				71.			
36.				72.			